

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 35	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W917PM-07-R-0111	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME HAMILTON BATISTA				b. TELEPHONE NUMBER (No Collect Calls)	
8. OFFER DUE DATE/LOCAL TIME 05:00 PM 17 Sep 2007		9. ISSUED BY AFGHANISTAN ENGINEER DISTRICT US ARMY CORPS OF ENGINEERS KABUL APO AE 09356 TEL: FAX:		CODE W917PM		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561612 SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE		18a. PAYMENT WILL BE MADE BY CODE		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	
22. UNIT		23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA	
26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>	
29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31d. TEL: EMAIL:	

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 35

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE
 ☐ PARTIAL
 ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Bi-Lingual Escort Personnel FFP Base Semester. Includes all costs for bilingual escort personnel as outlined in the Scope of Work. The Contractor shall provide 16 individuals for protection of Mihtarlam, Mazar-I-Sharif, Qalat, LashKar Gar, Tirin Kot, Asadabad, Kala-Gush, Kamdesh/Naray, Gardez, Sharana, Khowst, Hirat, and Farah Government facilities, reconstruction/construction projects, Government personnel, and Government contractor personnel in Afghanistan and all equipment and materials necessary to support security operations. Personnel must have the ability to speak the English Language and the local dialect (either Dari or Pashtu). FOB: Destination	6	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Bi-Lingual Escort Personnel FFP Option Semester. Includes all costs for bilingual escort personnel as outlined in the Scope of Work. The Contractor shall provide 16 individuals for protection of Mihtarlam, Mazar-I-Sharif, Qalat, LashKar Gar, Tirin Kot, Asadabad, Kala-Gush, Kamdesh/Naray, Gardez, Sharana, Khowst, Hirat, and Farah Government facilities, reconstruction/construction projects, Government personnel, and Government contractor personnel in Afghanistan and all equipment and materials necessary to support security operations. Personnel must have the ability to speak the English Language and the local dialect (either Dari or Pashtu). FOB: Destination	6	Months		

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-38	Submission of Electronic Funds Transfer Information with Offer	MAY 1999
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.247-6	Financial Statement	APR 1984
52.247-17	Charges	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991

252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	OCT 2006
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561612**.

(2) The small business size standard is **4.5M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ Paragraph (c) applies.

☐ Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code

referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

(End of statement)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If

the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract, **U.S. Army Corps of Engineers, House #1, Street #1, West Wazir Akbar Khan (Behind Amani High School), Kabul, Afghanistan** to receive that information (hereafter: “designated office”) by “no later than 15 days prior to submission of the first request for payment”). If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.249-5000 BASIS FOR SETTLEMENT OF PROPOSALS

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series

equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for unallowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

(End of Clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.204-7004 CENTRAL CONTRACTOR REGISTRATION (52.204-7) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.222-7006 COMBATING TRAFFICKING IN PERSONS (OCT 2006)

(a) Definitions. As used in this clause--

Coercion means--

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Construction means construction, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other real property. For purposes of this definition, the terms "buildings, structures, or other real property" include, but are not limited to, improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, cemeteries, pumping stations, railways, airport facilities, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, and channels. Construction does not include the manufacture, production, furnishing, construction, alteration, repair, processing, or assembling of vessels, aircraft, or other kinds of personal property.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of a contractor directly engaged in the performance of work under a Government contract, including all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means a contractor that has no more than one employee including the contractor.

Involuntary servitude includes a condition of servitude induced by means of--

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process (22 U.S.C. 7102(5)).

Service contract means a contract that directly engages the time and effort of a contractor whose primary purpose is to perform an identifiable task rather than to furnish an end item of supply.

Service (other than commercial) means a service that does not meet the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. It is the policy of the Department of Defense (DoD) that trafficking in persons will not be facilitated in any way by the activities of DoD contractors or contractor personnel. DoD will not tolerate severe forms of trafficking in persons or use of forced labor by DoD contractors, DoD subcontractors, or DoD contractor or subcontractor personnel during the period of contract performance. Furthermore, DoD will not tolerate the procurement of commercial sex acts by DoD contractors, DoD subcontractors, or DoD contractor or subcontractor personnel, during the period of performance of service or construction contracts. As delineated in National Security Presidential Directive 22, the United States has adopted a zero tolerance policy regarding contractor personnel who engage in or support trafficking in persons.

(c) Contractor compliance.

(1) During the performance of this contract, the Contractor shall comply with the policy of DoD and shall not engage in or support severe forms of trafficking in persons or use forced labor. The Contractor is responsible for knowing and adhering to United States Government zero-tolerance policy and all host nation laws and regulations relating to trafficking in persons and the use of forced labor.

(2) Additionally, if this contract is a service or construction contract, the Contractor shall not engage in or support the procurement of commercial sex acts during the performance of this contract and is responsible for knowing and adhering to United States Government policy and all host nation laws and regulations relating thereto.

(d) Contractor responsibilities for employee conduct--service or construction contracts. If this contract is a service or construction contract, the Contractor, if other than an individual, shall establish policies and procedures for ensuring that during the performance of this contract, its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor. At a minimum, the Contractor shall--

(1) Publish a statement notifying its employees of the United States Government policy described in paragraph (b) of this clause and specifying the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, termination of employment, or removal from the host country;

(2) Establish an awareness program to inform employees regarding--

(i) The Contractor's policy of ensuring that employees do not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;

(ii) The actions that will be taken against employees for violation of such policy; and

(iii) Laws, regulations, and directives that apply to conduct when performance of the contract is outside the United States, including--

(A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor;

(B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor that may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267) and 18 U.S.C. 3271, Trafficking in persons offenses committed by persons employed by or accompanying the Federal Government outside the United States; and

(C) Directives on trafficking in persons from the Combatant Commander, or the Combatant Commander's designated representative, that apply to contractor employees, such as general orders and military listings of "off-limits" local establishments; and

(3) Provide all employees directly engaged in performance of the contract with--

(i) Any necessary legal guidance and interpretations regarding combating trafficking in persons policies, laws, regulations, and directives applicable to performance in the host country; and

(ii) A copy of the statement required by paragraph (d)(1) of this clause. If this contract is for services (other than commercial), the Contractor shall obtain written agreement from the employee that the employee shall abide by the terms of the statement.

(e) Employee violations--notification and action. The Contractor shall--

(1) Inform the Contracting Officer immediately of any information it receives from any source (including host country law enforcement) that alleges a contractor or subcontractor employee has engaged in conduct that violates the policy in paragraph (b) of this clause. Notification to the Contracting Officer does not alleviate the Contractor's responsibility to comply with applicable host nation laws;

(2) In accordance with its own operating procedures and applicable policies, laws, regulations, and directives, take appropriate action, up to and including removal from the host nation or dismissal, against any of its employees who violate the policy in paragraph (b) of this clause; and

(3) Inform the Contracting Officer of any actions taken against employees pursuant to this clause.

(f) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (e), or (g) of this clause may render the Contractor subject to--

(1) Required removal of a Contractor employee or employees from the performance of the contract;

(2) Required subcontractor termination;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default, in accordance with the Termination clause of this contract; or

(6) Suspension or debarment.

(g) Subcontracts.

(1)(i) The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts performed outside the United States; and

(ii) If this contract is for services (other than commercial), the Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts performed in the United States for the acquisition of services (other than commercial).

(2) If this contract is a service or construction contract, the Contractor shall conduct periodic reviews of its service and construction subcontractors to verify compliance with their obligations pursuant to paragraph (d) of this clause.

(3) The Contractor shall--

(i) Immediately inform the Contracting Officer of any information it receives from any source (including host country law enforcement) that alleges a subcontractor has engaged in conduct that violates the policy in paragraph (b) of this clause. Notification to the Contracting Officer does not alleviate the Contractor's responsibility to comply with applicable host nation laws;

(ii) Take appropriate action, including termination of the subcontract, when the Contractor obtains sufficient evidence to determine that the subcontractor is in non-compliance with its contractual obligations pursuant to this clause; and

(iii) Inform the Contracting Officer of any actions taken against subcontractors pursuant to this clause.

(End of Clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from **Combined Security Transition Command, Afghanistan (CSTC-A) Camp Eggers, Kabul, Afghanistan.**

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

Reference the exchange of diplomatic notes between the USA and Afghanistan dated 26 September 2002, 12 December 2002, and 28 May 2003; and/or successor notes or agreements as applicable.

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

SECTION 00110

SECTION 00110

PROPOSAL PREPARATION

PART 1 – GENERAL

A. PROPOSAL PREPARATION:

Instructions for the preparation and organization of each proposal are included herein. The proposal submittal shall include one original and three copies of the Volume I and one original and two copies of the Volume II proposal. Volume I and Volume II shall be clearly marked and sealed. The proposal shall be submitted as required herein and elsewhere in the solicitation.

Volume I shall be typed, with numbered pages and sections tabbed. A cover sheet shall identify the offeror and the project and the second sheet shall be a table of contents. The Volume I proposal is limited to no more than 50 single-sided or 25 double-sided pages, printed on 8-1/2" x 11" sheets, not including the cover sheet, table of contents and letters of recommendation / evaluations / related certificates. Do not use condensed print. Do not submit any extraneous materials with your proposal.

Note: Templates. Model templates are provided in Appendix A as a possible format available to assist offerors in the preparation of their proposals. Use of the template format is not required. Sections 00110 and 00120 of this RFP govern and the templates do not supplant or substitute the requirements stated in these sections.

B. PROPOSAL EVALUATION & AWARD:

B.1 Proposals will be evaluated based on their technical merit of acceptability and lowest price for the work described herein. Award will be made to the offeror whose proposal is technically acceptable and is the lowest priced benefit to the Government. The technical factors of Factor 1-Past Performance; Factor 2-Experience; Factor 3- Personnel and Equipment Resources will be evaluated, as described below, for an acceptable or unacceptable technical rating. To be considered technically acceptable an offeror must be acceptable for all factors.

B.2 VOLUME I – MANAGEMENT-TECHNICAL PROPOSAL PREPARATION. The Management/Technical proposal shall include the information as described below and shall be presented in the sequence listed.

Factor 1- Past Performance:

For the projects listed under Factor 2, - Experience, provide the following information:

- Customer Point of Contact (name, telephone, email) for performance information.
- List any obstacles encountered and the corrective actions taken.
- Identify any inability to perform during the contract period and why.
- Amount of unforeseen costs in dollars beyond the original contract amount and why.
- Safety record and accident reports (if any).
- Describe every significant event in this theater where members of your firm were engaged in armed conflict with an opposing force, detailing how the engagement was initiated and how it concluded.
- Identify the number of times a member of your firm discharged his weapon in a non-training situation and the reason for the discharge. Include Negligent/unintended discharge.

The offeror may also provide letters of recommendation, references, performance evaluations, or other evidence of successful performance of the contract.

Factor 2- Experience:

Demonstrate the experience of the team, including individual security personnel, on contracts similar to that described in this RFP. Provide a list of no more than five similar and relevant contracts underway or completed in the last three years that best demonstrates your experience. The list of projects shall include the following information:

- Name and location of areas secured, to include country and province/city.
- Nature of firm's responsibility (personal security detail/physical security).
- Protected property owner or protected personnel name, address, telephone, email (to be contacted by the Government).
- Contract completion date and duration (estimated if in progress).
- Total monthly cost per security guard and number of guards employed.
- Brief explanation that illustrates the special capabilities of the contractor related to security services (i.e. hostage negotiation; explosive disposal, etc).

Factor 3 – Personnel and Equipment: Provide professional resume data on the following individuals who will be key personnel responsible for contract completion. Key personnel identified in this section should be senior working-level people who will be involved in day-to-day operations and supervision, as opposed to departmental level executives. By identifying these personnel, the offeror makes a

commitment that, barring unforeseen circumstances; they are the personnel who shall be assigned to daily security services. All key personnel shall have a minimum of **five** years of professional experience.

- Area supervisor
- Bi-lingual guard name, taskara
- Names of additional personnel to be used (if necessary)

Information to be provided for key personnel should be limited to no more than one page per person and shall include:

- Name and Taskara
- Years experience with this firm and with other firms
- Military experience (if any)
- Education degree(s), year, specialization, security specific training
- Valid security clearances or ISAF facility badges currently held
- Other experience and qualifications relevant to the proposed contract responsibilities

Provide the proposed use of Afghan labor in numbers or percentages. Provide equipment resources to be utilized for this project (i.e. personal protective equipment, weapons)

B.3 VOLUME II - COST/PRICE PROPOSAL PREPARATION

Proposal Schedule. Offerors shall provide a signed cover letter and complete the Proposal Schedule by filling out the pricing data blanks. An executable Proposal Schedule is included in Section 00010 herein. All other costs associated with the execution of this project shall be reflected in the monthly cost per guard figure and shall not be required to be shown separately. All costs and prices shall be firm-fixed.

Cost/Price Supporting Information. In addition to the completed pricing schedule, the contractor shall provide supporting information in the way of cost breakdowns and assumptions made in determining the proposed prices for this contract.

B.4 CLARIFICATIONS AND PROPOSAL REVISION:

Clarifications Prior to Proposal Due Date: In the event that clarifications are required prior to submitting the proposal, contact the individuals listed on the solicitation. Any changes made to the solicitation will be made via an amendment which will be disseminated amongst all the interested offerors.

Initial Offer: The Government intends to award a contract on the basis of the initial offers received without further discussions or negotiations. Offers should contain the offeror's best terms from a cost and management standpoint.

- End of Section -

TEMPLATE FORMAT GUIDANCE ONLY

FACTOR 1

PAST EVALUATIONS/ PERFORMANCE

The following projects are to be the same projects submitted under Factor 2 Experience.

1. Name & Location of specific area secured (physical security); or country and province/city where security services were performed.
2. Customer Point of Contact: (Note: the Government may contact this customer to verify the information provided on this form).
Name:
Address:
Phone number:
Email Address:
3. Obstacle encountered and corrective actions taken.
4. Amount of unforeseen costs in dollars beyond the original contract amount and why.
5. Identify any inability to perform during the contract period and why.
6. Initial Contract Cost (Per Guard - US Dollars); Final Contract Cost (Per Guard - US Dollars); if the above figures are different, explain reason for the change.
7. Identify the number of times a member of your firm discharged his weapon in a non-training situation and the reason for the discharge. Include Negligent/unintended discharge.
8. Describe every significant event in this theater where members of your firm were engaged in armed conflict with an opposing force, detailing how the engagement was initiated and how it concluded.
9. References: Submit the following, Customer Satisfaction letters, Letters of Appreciation, Performance Evaluations, Certification of Achievements, Letters of Recommendations.

(Note: A neutral rating with unknown risk will be assigned IF no past performance is submitted)

SECTION 00120

PROPOSAL EVALUATION AND CONTRACT AWARD

PART 1 – GENERAL

A. BASIS FOR AWARD: Award will be made on the basis of the lowest evaluated price of proposals meeting or exceeding the acceptability standards for non-cost factors. Tradeoffs are not permitted. Proposals are evaluated for acceptability but not ranked using non-cost/price factors.

B. EVALUATION OF FACTORS: Evaluation will be performed on each proposal. The Evaluation Factors for Award are outlined below: The proposal that provides the lowest price that is considered to be fair and reasonable will be evaluated to determine if it is technically acceptable. To be considered technically acceptable, no technical factor in the proposal may be determined to be unacceptable.

B.1 FACTORS: The Technical Factors are comprised of:

Past Performance; Experience; Personnel and Equipment Resources. The failure of a proposal to meet any of the factors will result in a technically unacceptable rating and preclude award to the offeror submitting the proposal.

C. PROPOSAL EVALUATION.

VOLUME 1 – MANAGEMENT-TECHNICAL PROPOSAL.

Factor 1 – Past Performance:

This factor may be evaluated by contacting references for **customer satisfaction** and review of **quality performance** evaluations or other information provided by the offeror or obtained by the Government. The evaluators will consider the **relevance** of the past performance information and the success achieved on past projects to determine the rating. In the event that an offeror does not have a record of past performance evaluations, a written explanation of the reasons why no record is available is requested. In the case of an offeror without a record of relevant past performance evaluations or for whom information on past performance is not available, a neutral rating will be assigned.

The information provided will be used to evaluate the relevancy of each offeror's security experience. Qualifying contract(s) shall have been awarded within the past three years. Relevancy for an incomplete, breached, or unfulfilled contract will depend upon the services completed pursuant to the contract. Those contracts where the majority of required services were provided will be considered more relevant. Offerors are responsible for providing descriptions of services in sufficient detail to permit evaluation of contract relevancy. An English speaking representative and phone number must be included with every contract listed.

Factor 2 - Experience:

The Government will evaluate the relevant work experience of the contractor's company, including subcontractors, on contracts similar to that described in this RFP. Contractor experience with similar relevant contracts (type of service, dollar value, or complexity) will have a better chance to receive an acceptable rating than those with dissimilar or non-relevant contracts.

Factor 3 – Personnel and Equipment:

Personnel: The Government will evaluate the qualifications and experience of contractor's personnel for this contract. Contractor personnel with experience that is associated with **similar and relevant** contracts (type of service, dollar value, or complexity) will have a better chance to receive an acceptable rating than those with dissimilar or non-relevant security experience. The contractor's utilization of Afghan personnel will also be evaluated.

Equipment Resources: The Government will evaluate the adequacy of the offeror's equipment and resources to successfully fulfill the requirements of the contract.

C.1 Each offeror's proposal shall receive a technical evaluation of the offeror's Past Performance; Experience, and Personnel and Equipment Resources. Each factor (evaluation criteria) will receive a rating of either acceptable or unacceptable.

D. VOLUME II - COST/PRICE PROPOSAL PREPARATION. Price or cost to the Government will be evaluated and considered, but will not receive an actual rating or be combined with other aspects of the proposal evaluation. The proposed price will be analyzed for fairness and reasonableness. It may also be evaluated to determine whether it is realistic for the work to be performed; reflects the Contractor's clear understanding of the requirements; and is consistent with the offeror's proposal. Additionally, all offers with separately priced line items will be reviewed for unbalanced pricing.

E. METHOD OF PROPOSAL EVALUATION

E.1 Proposals will be reviewed to determine if they contain the required minimum data.
Incomplete proposals may be eliminated. All forms shall be filled in and all requested data must be provided.

E.2 The Government may reject any or all proposals and waive minor irregularities in proposals.

E. 3 SELECTION and AWARD. Award will be made to the offeror that, in the judgment of the Contracting Officer, is technically acceptable and provides the lowest price that is considered to be fair and reasonable.

-- End of Section --

SCOPE OF WORK

SCOPE OF WORK
BILINGUAL SECURITY PERSONNEL
KABUL, AFGHANISTAN

A. General:

1. The Contractor shall provide the Government with personal security services for protection of AED civilian personnel and rehabilitation and construction projects in Afghanistan including all equipment and materials necessary to support security operations. This is not a personal services contract within the meaning of FAR 37.104.
2. During execution of work the contractor shall provide adequate supervision and documentation to ensure quality control, accuracy, quality, completeness, and progress of the work.

B. Detailed Scope of Work:

1. Duties are to provide specially trained employees to escort AED civilian personnel and act as translators to assist in the coordination of projects with Local National Firms. Personnel must be bilingual (i.e. - have the ability to speak the English Language and the local dialect [**either Dari or Pashtu**]). Responsibility includes actions to counter, deter, detect and respond to threats to designated AED civilian personnel using their training (skills) and tools such as: threat analysis, personnel security operations, operational security (OPSEC), responsive communications, and integrated team support. Duties will typically involve travel to or from project worksites. Travel may be for extended periods of time (up to one week at a time).
2. Personnel services must be available during daylight hours, 6 days a week. Longer duty days and/or work during off days may be required based upon operational need. The contractor shall provide ammunition, personal protective equipment (i.e. body armor), weapons, and training for each guard. The contractor shall ensure each guard is successfully screened (background check and medical) prior to reporting for the first time and semi-annually thereafter.
3. Seventeen of these specially trained bilingual guards will be required throughout the country. Each guard should reside in proximity to the base on which they will work, as there is no on-base housing for security personnel. Total of three (3) guards must be available for duty in Mihtarlam, two (2) guards for Mazar-I-Sharif, and one guard available for duty at each of the following locations: Qalat, LashKar Gar, Tirin Kot, Asadabad, Kala-Gush, Kamdesh/Naray, Gardez, Sharana, Khowst, Hirat, and Farah.

C. Work Requirements

C.1 General

1. The Contractor shall furnish managerial, administrative, and direct labor personnel to accomplish all work required by contract.
2. The Contractor shall provide planning for a surge capability to increase manpower and deliver qualified, ready manpower to various locations throughout Area of Responsibility (AOR) to meet additional security requirements.
3. The Contractor shall provide a protective/defensive security capability to respond to against any armed or dangerous assault against AED civilian personnel under protective control. Said protective/defensive services include but are not limited to protection from small arms assaults and extraction from areas under indirect fire.
4. The Contractor shall be prepared to respond to changes in locations, number of Government authorized users, and flow of personnel through the Area of Operations based on changing operational assessments, deployments, and redeployment plans.
5. The Contractor shall maintain administrative files which shall, at a minimum, include personnel records, investigation records, and training records on all employees working under this contract. The Government will be authorized to examine the Contractor's administrative files. All contractor employees under this SOW must meet, at a minimum, the reliability factors outlined in AR 190-56: The Army Civilian Police and Security Guard Program (refer to chapter 3, Individual Reliability Program). The contractor is responsible for conducting the appropriate criminal and financial background checks (refer to AR 190-56, chapters 2 and 3) to ensure all employees meet the legal requirements to perform as security officers. The Government reserves the right to refuse personnel for use as security officers, even if approved by the contractor.
6. This contract does **not** call for security services for the protection of US / Coalition military supply routes, military facilities, military convoys, or military property. In no instance may the contractor take a direct part in offensive operations. This contract incorporates the Rules for the Use of Force as stated in paragraph 4 of the USCENCOM December 2005 Message, "USCENCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DOD Civilian Personnel and DOD Contractors Within Iraq and Afghanistan."

C.2 Contract Management Representative

1. **Contract Management Representative** will be designated by the Contractor. The CMT Representative shall be available at all times to manage the Contractor's security personnel and act as the Contractor's liaison with the Government. CMT Representative shall have the authority to make technical decisions and commit resources for the contractor.
2. **Logistical / Administrative Support** The contractor will manage all matters concerning: human resources, finance, logistical procurement and management, acquisition and maintenance, weapons, training, and communications for all employees.

D. Personnel Qualifications

1. All personnel assigned to this effort will not have been convicted of any felony or misdemeanor involving moral circumstances during the five (5) year period preceding the date of this proposal. Personnel may not have been declared by any court of competent jurisdiction incompetent by reason of mental defect. Personnel may not be suffering from habitual drunkenness or from narcotics addiction or dependence as evidenced by a recognized drug/alcohol testing procedure. DFARS Clause 252.223-7004 "Drug-Free Work Force" is incorporated into this contract. The Contractor shall ensure all personnel are sufficiently accomplished to perform the requirements of the Scope of Work and be qualified and maintain qualifications with their assigned weapons on a semi-annual basis.
2. Personnel Screening. The Contractor shall screen all employees to ensure they do not have criminal records with their home country. The Government will screen and document each applicant. The Government will conduct an interview with the applicant. The Government will have final approval authority on all applicants employed under the provisions of this Scope of Work.
3. Compliance. The Contractor shall ensure compliance with any applicable regulations, security and force protection requirements.
4. Medical Screening. Personnel shall receive appropriate medical screening prior to employment. This screening shall include infectious diseases and required immunizations as determined by the geographic location for the execution of this contract.

5. The Contractor shall, to the maximum extent possible but consistent with force protection requirements, hire the local national personnel in support of Government operations.

E. Contractor Performance Plans and Procedures

1. **General** – The contractor will be required to maintain a certain performance level throughout the life of the contracted security services. The minimum performance requirements are list below.
2. **Quality Control (QC)** – QC is the responsibility of the Contractor. The Contractor is responsible for implementing its own Quality Control Plan (QCP) to ensure that the requirements of the contract are provided for as specified. The QCP is not subject to approval by the Government. The following is suggested for inclusion in the QCP:
 - i. Identify and define lines of authority of key personnel within the Contractor's organization.
 - ii. Names and titles of individuals tasked to perform inspections and the extent of their authority. An organizational chart may be appropriate.
 - iii. Key deliverables should be listed with descriptions, benchmarks and a quality assessment guide with rating standards for each deliverable.
 - iv. An inspection system covering all the services listed in the PWS. The inspection system should specify the areas to be inspected on either a scheduled or unscheduled basis, how often inspection shall be accomplished, and the title and name of individuals(s) who will perform the inspection.
 - v. Detailed information specifying the types of action that will be taken to correct deficiencies and prevent their recurrence. This information should include methods for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.
 - vi. On-site records of all internal inspections conducted by the contractor and necessary corrective action(s) taken.
3. **Quality Assurance** The Government will evaluate the Contractor's performance under the contract using the method of surveillance as specified below. All surveillance observations will be recorded. When an observation indicates defective performance, the COR or the designated Government Quality Assurance Evaluator (QAE) will request the Contractor's Project Lead (PL) to acknowledge the observation in writing, to include issuance of a Notice of Deficiency (NOD) if warranted.

4. **Performance Requirements** The following items are required objectives that the contractor is expected to maintain through out the contract period.
 - i. Individual Reliability Program -- 100% compliance.
 - ii. Individuals fully qualified -- All positions will be manned with individuals trained/experienced in armed personal protection services and capable of performing their specified and implied tasks that accompany their posts.
 - iii. Weapons training and proficiency -- 100% qualified marksmen or better.
 - iv. Timely reporting of serious incidents -- All weapon discharges are considered SIRs and must be reported. Initial within 2 hours of the incident; interim within 24 hours of the incident; final submitted within 5 days of the incident.
 - v. Personnel security equipment and uniforms on hand 100% of the time.

F. Equipment and Services

1. **Weapons.** The Contractor shall ensure all security personnel carry one long weapon and a side arm. The Contractor shall purchase only U.S. Government approved firearms and ammunition necessary to arm the security forces, as required. Such purchases shall be subject to licensing by the Government of Afghanistan and approval by the Government Contracting Officer's Representative (COR). Cost and quality shall be considered in determining weapon models to be selected. Contractor shall provide documentation to Government with the serial number of each weapon and identification of the person to whom it is issued. Contractor employees are required to carry weapons authorization documentation in accordance with AR 190-14, Paragraph 2-4.
2. **Control, Accountability, and Maintenance of Arms and Ammunition.** The Contractor shall acquire, control, and account for all weapons systems used in support of this contract. The contractor will have or shall acquire necessary purchase and export licenses to acquire up to fully automatic medium machine gun weapon systems to support the security requirements of this contract. The Contractor will maintain accountability of 9mm Semi-automatic pistols, M4, AK47 rifles and M240/M60, 5.56 ammunition, 7.62mm ammunition, and 9mm ammunition, consistent with all applicable portions of the Federal Acquisition Regulation and all applicable DoD regulations for the physical control and security of firearms and munitions. In addition to reporting any weapons as lost or stolen to the COR, the Contractor will immediately notify the appropriate Government of Afghanistan law enforcement agency for investigation. Maintenance of all weapons and ammunition shall be accomplished IAW with the applicable technical manuals up to direct support level, and only by a fully trained and certified individual. The contractor will provide each employee with a basic load of ammunition for the weapons systems being used. The contractor will

maintain an appropriate level of ammunition to rapidly resupply employees in case of emergency.

3. The Contractor shall ensure that its personnel who are authorized to carry weapons are in proper uniform while on duty, are adequately trained, are not barred from possession of a firearm by 18 U.S.C. 922, and adhere to all guidance issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
4. The Contractor shall provide distinct uniforms for wear by security personnel, clearly stating the company name, logo or other identifying mark on a visible portion of the uniform,

G. Government Provided Services

1. The Government may choose, but is not required, to furnish equipment or services during the course of this contract. If the Government chooses to provide equipment or services, the Contractor will ensure that the appropriate credits are shown on invoices and the applicable property records are developed. General life support services for the contractor's personnel, such as billeting for its personnel, are the responsibility of the contractor.
2. Government owned property for the purpose of this SOW is defined as equipment and supplies furnished by the Government or acquired for the account of the Government for use by CONTRACT personnel. Equipment may consist of such items of OCIE as helmets, TA-50 gear, cell phones, and other items deemed mission essential. Equipment such as OCIE items (helmets and ballistic vests) furnished by the Contractor will be received, inventoried, controlled and issued for use by Contractor personnel.

H. Safety

1. The contractor must comply with the following sections of EM 385-1-1, USACE Safety and Health Requirements Manual, date 3 November 2003
 - a. Section 1, Program Management
 - b. Section 2, Sanitation
 - c. Section 3, Medical and First Aid Requirements
 - d. Section 5, Personal Protective and Safety Equipment
 - e. Section 6, Hazardous Substances, Agents, and Environments
2. Contractor is required to provide all required personal protective equipment (PPE) at no cost to the employee. PPE includes but is not limited to Individual Body Armor (IBA), Ballistic Helmet, fire resistant gloves and protective eyewear.

I. Readiness

1. Contractor shall maintain a state of readiness to perform all required duties. All teams, personnel, equipment, vehicles, weapons, communications systems, safety equipment, supplies, and other resources shall be routinely maintained in a state of readiness to perform the duties and responsibilities set forth in this SOW and the base contract and to respond to any threat.
2. Contractor shall configure its resources such that there are no gaps in service taking into account leaves of absences for personnel, time off, meals, breaks and availability of physical resources such as weapons, vehicles and communications equipment

DBA SUPPLEMENTAL INSURANCE

DBA SUPPLEMENTAL INSURANCE*

DO NOT add a separate line item for the DBA Supplemental Insurance. DBA Supplemental Insurance **Must** be allocated based on the **Labor Cost** for each line item. Your Proposal may be considered **Non-Responsive** if you fail to comply with the directions above.

52.000-4105	WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (APR 2007)
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- (a) This clause supplements FAR Clause 52.228-3
- (b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and CNA/Continental Insurance Company unless the contractor has a DBA self-insurance program approved by the Department of Labor. The contractor shall submit a copy of the Department of Labor's approval to the contracting officer upon contract award. The current rate under the USACE contract is \$3.50 per \$100 of compensation for services.
- (c) The contractor agrees to insert a clause substantially the same as the one in all subcontracts to which DBA is applicable. Subcontractors shall be required to insert a similar clause in any of their subcontracts subject to the DBA.
- (d) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the Contractor's or Subcontractor's DBA Insurance policy is due to be renewed.

(e) Premiums will be reimbursed only if coverage is purchased through the USACE DBA Pilot Program administered by CNA Insurance and their Managing Broker, Rutherford International.

(End of clause)

52.000-4106 DEFENSE BASE ACT INSURANCE RATES – LIMITATION - FIXED-PRICE (APR 2007)

(a) The U.S. Army Corps of Engineers (USACE) has entered into a contract with CAN/Continental Insurance Company to provide all Defense Base Act (DBA) insurance to USACE contractors at a contracted rate. The rates for this insurance are as follows:

Services @ \$3.50 per \$100 of compensation.

(b) Bidders/Offerors should compute the total compensation (direct salary plus differential, but excluding per diem, housing allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance and the cost of DBA totals in the spaces provided for the base period and whatever extension there may be thereafter, if applicable.

(1) Compensation of Covered Employees: _____

(2) Defense Base Act Insurance Costs: _____

(3) Total Cost: _____

(c) Bidders/Offerors shall include a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

(d) CNA Insurance is utilizing Rutherford International as their managing Broker. The primary POC is the USACE DBA Program Administrator is Ramoan Jones, (703)813-6571 ramoan.jones@rutherford.com. The alternate POC is Sara Payne, Senior Vice President, (703)813-6503 sara.payne@rutherford.com.

Your insurance should be applied to each line item as they pertain to labor cost for that line item. Do not add a separate line item for DBA insurance, if you do your bid may be considered as non-responsive.

- **CNA Insurance – Contractor – Insurance Carrier**

- Roger Ellickson (312) 822-4395 Roger.ellickson@cna.com

The Continental Insurance Co.
Roger Ellickson
DBA CNA Insurance
333 S. Wabash Avenue
Chicago, IL 60685-1809

- **Rutherford International – Insurance Broker**

- James Walczak (703) 813-6544 jim.walczak@rutherford.com

Rutherford International
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5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

